

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SAMSUNG C&T AMERICA, INC.,  
Plaintiff,

-against-

MARGOLIN SHOES, INC.,  
Defendant.

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Civil Action No. 12 CV4292

DEFENDANT'S RULE  
26(a)(1) DISCLOSURES

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendant Margolin Shoes, Inc.

("Margolin") makes the following Initial Disclosures in the above captioned matter. In making these disclosures, Margolin states that they are based on information reasonably available to Margolin at this time and are made without waiver of, or prejudice to, any objections or assertions of any statutory or common law privileges or protections, including, without limitation, the attorney-client privilege and work product doctrine, and objections as to relevance, materiality, admissibility, overbreadth, vagueness and undue burden. Margolin reserves the right at any time to revise, correct, add to or clarify the disclosures set forth herein based on its continuing investigation and discovery regarding this matter consistent with Federal Rule of Civil Procedure 26(e).

(i) The following individuals are likely to have discoverable information that

Margolin may use to support their claims and defenses:

1. Chaim Kohanchi, President and Senior Buyer, c/o Margolin Shoes, Inc.,  
2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222;
2. Daniel Kohanchi, Vice President and Senior Buyer, c/o Margolin Shoes,  
Inc., 2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222;
3. Carolyn Daniel, Assistant Buyer, c/o Margolin Shoes, Inc., 2701 N Kildare

Avenue, Chicago, IL 60639, (772) 252-5222;

4. Karmin Daniel, Assistant Buyer, c/o Margolin Shoes, Inc., 2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222;
5. Gustavo Vargas, Receiving Manager, c/o Margolin Shoes, Inc., 2701 N Kildare Avenue, Chicago, IL 60639, (772) 252-5222.
6. In addition, Margolin believes that other persons exist within the control of the Plaintiff, unknown to Margolin at this time, who have knowledge of relevant issues.

(ii) The following documents are in the possession, custody, or control of Margolin that it may use to support its claims or defenses:

1. Non-privileged and non-work product correspondence (including, without limitation, emails and letters) between or among, Margolin, Samsung C&T American, Inc. (“Samsung”), and/or Anthony L&S, LLC (“L&S”) concerning the Cadillac and Bob Marley shoes referenced in the Complaint in this action (the “Complaint”);
2. Non-privileged and non-work product correspondence and documents (including, without limitation, marketing material, photographs, emails, letters, invoices, receipts, and bills of landing) related to the Cadillac and Bob Marley shoes referenced in the Complaint;
3. Other documentary evidence in the possession of Samsung or other third parties may also be relevant to disputed facts alleged with particularity in the pleadings.

(iii) Margolin’s defenses are based on provisions of the Uniform Commercial Code,

which allow a purchaser to reject goods which are nonconforming. Specifically, the goods shown to Margolin by Samsung and/or its agents at the show came boxed. In addition, the previous course of conduct between the parties always resulted in an understanding that the goods would be shipped in the appropriate boxes. Accordingly, the nonconforming merchandise was properly rejected by Margolin. Further, Margolin sustained damages in that it lost anticipated profits on this transaction, it had to warehouse the nonconforming merchandise, and reprint its catalogue for its own customers.

(iv) Margolin is not aware, based on the information presently available to it, of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Dated: New York, New York  
October 2, 2012

Law Office of Milton D. Ottensoser

  
Milton D. Ottensoser, Esq. (MO-0985)  
Attorney for Defendant Margolin Shoes, Inc.  
275 Madison Avenue, 10<sup>th</sup> Floor  
New York, New York 10016  
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TO:

JAFFE & ASHER, LLP  
By: Bension D. De Funis (BD 3718)  
Attorneys for Plaintiff  
600 Third Avenue, 9<sup>th</sup> Floor  
New York, New York 10016  
Tel (212) 687-3000

Attorney(s) for

Attorney(s) for

To

Dated

Service of a copy of the within is hereby admitted.

Attorney(s) for

To

275 MADISON AVENUE 10TH FL.  
NEW YORK, NEW YORK 10016  
(212) 481-7500  
Office and Post Office Address, Telephone

Attorney for Defendant

MILTON D. OTTENSOSER

Print name beneath

Signature (Rule 130-1.1-a)

DEFENDANT'S RULE 26(a)(1) DISCLOSURES

Defendant.

MARGOLIN SHOES, INC.,

-against-

Plaintiff,  
SAMSUNG C&T AMERICA, INC.,

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT

Index No. CV4292 Year 2012

MILTON D. OTTENSOSER

Attorney for

Yours, etc.

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Dated,

at

on

one of the judges of the within named Court, at

for settlement to the Hon.

of which the victim is a true copy will be presented

PLEASE take notice that in order

NOTICE OF SETTLEMENT

Attorney(s) for

To

275 MADISON AVENUE 10TH FL.  
NEW YORK, NEW YORK 10016

Office and Post Office Address

Attorney for

Yours, etc.

MILTON D. OTTENSOSER

Attorney for

Yours, etc.

Dated,

at

on

named court on

true copy of a

PLAISE take notice that the within is a (certified)

NOTICE OF ENTRY

NOTICE OF SETTLEMENT

MILTON D. OTTENSOSER